

TENNESSEE REGULATORY AUTHORITY

Sara Kyle, Chairman
Deborah Taylor Tate, Director
Pat Miller, Director
Ron Jones, Director



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460 James Robertson Parkway
Nashville, Tennessee 37243-0505

MEMORANDUM

TO: Chairman Deborah Taylor Tate
Director Pat Miller
Director Ron Jones

FROM: Eddie Roberson, Chief, Consumer Services and External Affairs Division *en*
Ed Mimms, Manager, Do Not Call Program *AK*
Richard Collier, General Counsel *JRC*

DATE: October 10, 2003

SUBJECT: Settlement with Chattanooga Publishing Company D/B/A Chattanooga
Time Free Press (Docket No. 03-00369)

Attached is a Settlement Agreement between the Consumer Services and External Affairs Division ("Staff") and Chattanooga Publishing Company (hereafter referred to as "CPC") for violations of the Tennessee Do-Not-Call Telephone Sales Solicitation statute, TCA §65-4-401 *et seq.* CPC has been registered as a solicitor with the Tennessee Regulatory Authority ("Authority") since May 15, 2000.

Two (2) complaints alleging three (3) separate violations have been registered against CPC with the Authority alleging that the company violated TCA §65-4-401 *et seq.* The complaints were registered with the Authority on December 27, 2002 and February 27, 2003. In each of the complaints, CPC was notified by the Staff in writing of the complaint. This Settlement requires CPC to make a payment of \$3,000 to the Authority along with assurances that it will fully comply with applicable state law. The terms of this Settlement require CPC to pay \$3,000 to the Authority no later than thirty (30) days following the Authority's ratification of the Settlement. A representative for CPC will be available telephonically for the October 21, 2003 Conference to answer any question you may have.

Considering all relevant facts, the Staff believes the terms of this Settlement are fair and reasonable and should have the result of no additional telemarketing complaints being filed against CPC. Staff submits the attached Settlement Agreement for your deliberation at the October 21, 2003 Authority Conference.

cc: Director Sara Kyle
Mr. Matt Salada, Counsel for CPC

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:)		
)		
ALLEGED VIOLATIONS OF TENN.)		
CODE ANN. §65-4-401 <i>et seq.</i> , DO-NOT-)		
CALL SALES SOLICITATION LAW,)	DOCKET NO.	03-00369
AND RULES OF TENNESSEE)		
REGULATORY AUTHORITY,)		
CHAPTER 1220-4-11, BY:)	DO-NOT-CALL	T02-00674
)	PROGRAM	T03-00096
CHATTANOOGA PUBLISHING)	FILE NUMBERS	
COMPANY D/B/A CHATTANOOGA)		
TIMES FREE PRESS)		

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Chattanooga Publishing Company ("Chattanooga Publishing"). This Settlement Agreement pertains to any and all alleged violations of the Tennessee Do-Not-Call Telephone Solicitation law, TENN. CODE ANN. § 65-4-401 *et seq.*, and its concomitant regulations, TENN. COMP. R. & REGS. 1220-4-11.07, alleged by any and all complainants to have been committed by Chattanooga Publishing prior to the execution of this Settlement Agreement, whether said complaints and alleged violations were known or unknown to the CSD, including but not limited to the complaints represented by the file numbers captioned above. This Settlement Agreement is subject to the approval of the Directors of the TRA.

The CSD's investigation in this docket commenced after it received two complaints (TRA File No.T02-00674) on December 27, 2002, alleging that the complainant, a person whose residential telephone number is properly listed on the Do-Not-Call register, received an unlawful telephone solicitation from Chattanooga Publishing on December 10, 2002 and December 17, 2002. The CSD provided Chattanooga Publishing with notice of these complaints on January 27, 2003. The CSD received a third complaint (TRA File No.T03-00096) on February 27, 2003, alleging that the complainant, a person whose residential telephone number is properly listed on the Do-Not-Call register, received an unlawful telephone solicitation from Chattanooga Publishing on February 16, 2003. The CSD provided Chattanooga Publishing with notice of this complaint on March 3, 2003.

TENN. CODE ANN. § 65-4-404, and TENN. COMP. R. & REGS. 1220-4-11.07(1), prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving telephone solicitations. TENN. CODE ANN. § 65-4-405(f) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Call statutes, including the issuance of a cease and desist order and the imposition of a civil penalty of up to a maximum of two thousand dollars (\$2,000) for each knowing violation. The maximum fine faced by Chattanooga Publishing in this proceeding is six thousand dollars (\$6,000), arising from the three (3) unsolicited telephone solicitations mentioned above.

In negotiating this Settlement Agreement, the CSD relied upon the factors stated in TENN. CODE ANN. § 65-4-116(b), including the Company's size, financial status,

good faith, and the gravity of the violation. Chattanooga Publishing is located in Chattanooga, Tennessee. It employs approximately five hundred seventy-five (575) persons. Chattanooga Publishing initially registered in the Do-Not Call Program on May 15, 2000. Chattanooga Publishing has annually renewed and maintained its registration to the Do-Not-Call register. Chattanooga Publishing renewed its registration on July 2, 2002 for the current registration period and receives a monthly copy of the Do-Not-Call register. After receiving notice of the complaints, Chattanooga Publishing contacted the CSD and expressed an interest in resolving this matter. The CSD has received no additional complaints against Chattanooga Publishing from Tennessee consumers since February 28, 2003.

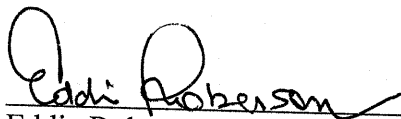
In an effort to resolve the complaints represented by the file numbers captioned above and any other alleged violations of TENN. CODE ANN. § 65-4-401 *et seq.* by Chattanooga Publishing prior to the execution of this Settlement Agreement, whether known or unknown to the CSD, the CSD and Chattanooga Publishing agree to settle said complaints and alleged violations based upon the following acknowledgements and terms, subject to approval by the Directors of the TRA:

1. Chattanooga Publishing's participation in this Settlement Agreement is not an admission that any complaint including, but not limited to, the complaints pertaining to TRA File Nos. T02-00674 and T03-00096, are true and valid complaints and alleged violations and/or that it acted in violation of TENN. CODE ANN. § 65-4-404 and/or TENN. COMP. R. & REGS. 1220-4-11.07.
2. After receiving notice of the complaints, Chattanooga Publishing contacted CSD and expressed an interest in resolving this matter.

3. Chattanooga Publishing agrees to pay three thousand dollars (\$3,000.00) in settlement of all complaints and alleged violations referenced above in this Settlement Agreement, and agrees to remit the amount of three thousand dollars (\$3,000.00) to the Authority no later than thirty (30) days after the Directors of the TRA approve this Settlement Agreement.¹ Upon payment of the amount of three thousand dollars (\$3,000.00) in compliance with the terms and conditions of this Settlement Agreement, Chattanooga Publishing is excused from further proceedings in this matter.
4. Chattanooga Publishing agrees to comply with all provisions of the Tennessee Do-Not-Call Telephone Sales Solicitation law and regulations.
5. Chattanooga Publishing agrees that a company representative will participate telephonically in the Authority Conference during which the Directors consider this Settlement Agreement.
6. In the event that Chattanooga Publishing fails to comply with the terms and conditions of paragraph 3 of this Settlement Agreement, the Authority reserves the right to re-open this docket. In the event that Chattanooga Publishing breaches numbered paragraph 3 of this Settlement Agreement, it shall pay any and all costs incurred in enforcing numbered paragraph 3 of this Settlement Agreement. Should any violation of the provisions of paragraph 4 occur subsequent to the date of this Settlement Agreement, such violation shall be treated as a new violation and shall not be deemed cause to re-open this docket.

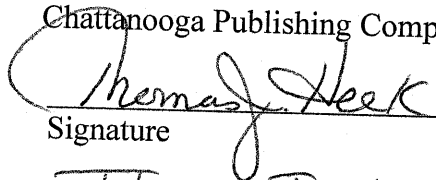
¹ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, sent to 460 James Robertson Parkway, Nashville TN 37243, referencing TRA Docket Number 03-00369.

7. If any clause, provision or section of this Settlement Agreement for any reason is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability, shall not affect any other clause, provision or section of this Settlement Agreement and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.
8. This Settlement Agreement represents the entire agreement between the parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Settlement Agreement which are not fully expressed herein or attached hereto.


Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

9-15-03
Date

Chattanooga Publishing Company


Signature

Thomas J. Heck
Print Name

Circulation Sales Manager
Print Title

8-29-03
Date